

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC.,	: 08-13555 (JMP)
<i>et al.</i>	:
Debtors.	: (Jointly Administered)
	:
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**FIRST OMNIBUS NOTICE OF ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on September 20, 2008, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Sale Order”) which, among other things, approved an Asset Purchase Agreement (the “Purchase Agreement”) in the above-referenced chapter 11 cases of Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Order and Section 2.5 of the Purchase Agreement, Barclays Capital, Inc. (the “Purchaser”) has the right to designate certain of the Debtors’ unexpired leases and executory contracts for assumption and assignment to Purchaser (collectively, the “Purchased Contracts”).¹

PLEASE TAKE FURTHER NOTICE that, on October 3, 2008, the Bankruptcy Court entered an order (the “Procedures Order”) which, among other things, approved expedited procedures for the assumption and assignment of Purchased Contracts to the Purchaser.

PLEASE TAKE FURTHER NOTICE that the Purchaser hereby provides notice of the (i) assumption and assignment of the Purchased Contracts identified below as of the date hereof, and (ii) cure costs, if any, to be paid (the “Cure Amounts”) pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption and assignment of such Purchased Contracts.

¹ For purposes of this Notice and the Procedures Order (defined below), Purchased Contracts include PIM Leases (as such term is defined in that certain Clarification Letter with respect to the Purchase Agreement, dated September 20, 2008 (the “Clarification Letter”)) that are designated for assumption and assignment by the Purchaser in accordance with the terms of the Clarification Letter.

PLEASE TAKE FURTHER NOTICE that any party in interest that objects to the proposed assignment or Cure Amount must file and serve a written objection so that such objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten (10) days after the date on which this notice of the assignment was sent to the counterparty: (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Lori R. Fife and Shai Y. Waisman); (ii) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis); (iii) the attorneys for the Purchaser, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York NY 10006 (Attn: Lindsee P. Granfield and Lisa M. Schweitzer); (iv) the attorneys for the Creditors’ Committee, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Luc A. Despins, and Wilbur F. Foster, Jr.); and (v) the attorneys for the SIPA Trustee, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (Attn: James B. Kobak, David Wiltenburg, and Jeff Margolin).

PLEASE TAKE FURTHER NOTICE that, to the extent that any counterparty does not timely file an objection as set forth above, such counterparty is deemed to have consented to their respective Cure Amount and the assumption and assignment of their respective Purchased Contract to the Purchaser as set forth in the Assignment Notice, and shall be forever barred from objecting to the assignment or to the Cure Amount set forth below, including, without limitation, the right to assert any additional Cure Amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

PLEASE TAKE FURTHER NOTICE that, to the extent any objections to the Cure Amounts for such contracts are timely filed, the Debtors, Purchaser and the counterparty must meet and confer in good faith to attempt resolve any such objection without Court intervention. If the objecting party and the Purchaser determine that the objection cannot be resolved without judicial intervention, then such dispute will be determined by the Court upon written application by either party on 20 (twenty) days notice, with any response due to such an application 15 (fifteen) days after such application is filed. The Purchaser shall pay any Cure Amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, (ii) the date on which the counterparty is deemed to have consented to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, or (iii) the date on which the Court enters an order determining the Cure Amount for such contract after the notice and hearing procedure set forth above.

Dated: October 6, 2008
New York, New York

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

By: /s/ Lindsee P. Granfield

Lindsee P. Granfield

Lisa M. Schweitzer

One Liberty Plaza

New York, New York 10006

Telephone: (212) 225-2000

Facsimile: (212) 225-3999

Counsel to Barclays Capital Inc.

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
2 TRACK GLOBAL	CON000000016467	\$0.00	Master Agreement	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000020046	\$0.00	Amendment / Addendum / Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000021886	\$0.00	Amendment / Addendum / Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000022734	\$0.00	Transaction Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000022735	\$0.00	Transaction Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000022736	\$0.00	Transaction Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
2 TRACK GLOBAL	CON000000023882	\$0.00	Transaction Schedule	N/A	1270 Broadway, Suite 208, New York, NY 10001	Lehman Brothers Holdings Inc.
ADITI TECHNOLOGIES PRIVATE LIMITED	CON000000027775	\$0.00	Master Agreement	N/A	2002 156th Ave NE, Suite 200, Bellevue, WA 98007	Lehman Brothers Holdings Inc.
ADITI TECHNOLOGIES PRIVATE LIMITED	CON000000027792	\$0.00	Supplement	N/A	2002 156th Ave NE, Suite 200, Bellevue, WA 98007	Lehman Brothers Holdings Inc.
ADITI TECHNOLOGIES PRIVATE LIMITED	CON000000028186	\$0.00	Transaction Schedule	N/A	2002 156th Ave NE, Suite 200, Bellevue, WA 98007	Lehman Brothers Holdings Inc.
ADVANCED TECHNOLOGY SUPPORT	001814-LEHNY-2006	\$0.00	Transaction Schedule	N/A	10075 Red Run Blvd., Suite 550, Owings Mills, MD 21117	Lehman Brothers Holdings Inc.
ADVANCED TECHNOLOGY SUPPORT	002032-LEHNY-2006	\$0.00	Master Agreement	N/A	10075 Red Run Blvd., Suite 550, Owings Mills, MD 21117	Lehman Brothers Holdings Inc.
ADVANCED TECHNOLOGY SUPPORT	002033-LEHNY-2006	\$0.00	Supplement	N/A	10075 Red Run Blvd., Suite 550, Owings Mills, MD 21117	Lehman Brothers Holdings Inc.
ADVANCED TECHNOLOGY SUPPORT	002035-LEHNY-2006	\$0.00	Supplement	N/A	10075 Red Run Blvd., Suite 550, Owings Mills, MD 21117	Lehman Brothers Holdings Inc.
ADVANCED TECHNOLOGY SUPPORT	CON000000025514	\$0.00	Amendment / Addendum / Schedule	N/A	10075 Red Run Blvd., Suite 550, Owings Mills, MD 21117	Lehman Brothers Holdings Inc.
ALLO COMMUNICATIONS	CON000000020661	\$0.00	Standalone Agreement	N/A	610 Broadway, Imperial, NE 69033	Lehman Brothers Holdings Inc.
ALLO COMMUNICATIONS	CON000000020677	\$0.00	Standalone Agreement	N/A	610 Broadway, Imperial, NE 69033	Lehman Brothers Holdings Inc.
ANGELPOINTS, INC.	CON000000021784	\$0.00	Master Agreement	N/A	30 Liberty Ship Way, Suite 3150 Sausalito, CA 94965	Lehman Brothers Holdings Inc.
ANGELPOINTS, INC.	CON000000021993	\$0.00	Supplement	N/A	30 Liberty Ship Way, Suite 3150 Sausalito, CA 94965	Lehman Brothers Holdings Inc.
ANGELPOINTS, INC.	CON000000021994	\$0.00	Transaction Schedule	N/A	30 Liberty Ship Way, Suite 3150 Sausalito, CA 94965	Lehman Brothers Holdings Inc.
APCON	CON000000021040	\$0.00	Master Agreement	N/A	9255 SW Pioneer Court, Wilsonville, OP 97070	Lehman Brothers Holdings Inc.
APCON	CON000000021162	\$0.00	Supplement	N/A	9255 SW Pioneer Court, Wilsonville, OP 97070	Lehman Brothers Holdings Inc.
APCON	CON000000021163	\$0.00	Supplement	N/A	9255 SW Pioneer Court, Wilsonville, OP 97070	Lehman Brothers Holdings Inc.
APCON	CON000000022567	\$0.00	Transaction Schedule	N/A	9255 SW Pioneer Court, Wilsonville, OP 97070	Lehman Brothers Holdings Inc.
APCON, INC.	CON000000022563	\$0.00	Transaction Schedule	N/A	9255 SW Pioneer Court, Wilsonville, OP 97070	Lehman Brothers Holdings Inc.
APPINTELLIGENCE INC	002051-LEHNY-2006	\$0.00		N/A	17 Research Park Drive, Weldon Spring, MO 63304	Lehman Brothers Holdings Inc.
APPINTELLIGENCE INC	CON000000011748	\$0.00	Amendment / Addendum / Schedule	N/A	17 Research Park Drive, Weldon Spring, MO 63304	Lehman Brothers Holdings Inc.
APPLABS INCORPORATED	CON000000021860	\$0.00	Master Agreement	N/A	1601 market Street Suite 801, Philadelphia PA 19103	Lehman Brothers Holdings Inc.
APPLABS INCORPORATED	CON000000021861	\$0.00	Professional and Consulting	N/A	1601 market Street Suite 801, Philadelphia PA 19103	Lehman Brothers Holdings Inc.
ASSENTIS TECHNOLOGIES, AG	CON000000022106	\$0.00	Master Agreement	N/A	Lettenstrasse 7, 6343 Rotkreuz, Switzerland	Lehman Brothers Holdings Inc.
ASSENTIS TECHNOLOGIES, AG	CON000000030100	\$0.00	Transaction Schedule	N/A	Lettenstrasse 7, 6343 Rotkreuz, Switzerland	N/A

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
ASSENTIS TECHNOLOGIES, AG	CON000000031155	\$0.00	Maintenance Renewal Quote	N/A	Lettenstrasse 7, 6343 Rotkreuz, Switzerland	N/A
ATEO	CON000000026274	\$0.00	Amendment / Addendum / Schedule	N/A	200 S Wacker Dr, Suite 3100 Chicago, IL 60606	N/A
ATEO Corp.	CON000000025129	\$0.00	Master Agreement	N/A	200 S Wacker Dr, Suite 3100, Chicago IL 60606	LBHI
ATEO Corp.	CON000000025134	\$0.00	Supplement	N/A	200 S Wacker Dr, Suite 3100, Chicago IL 60606	LBHI
ATEO Corp.	CON000000026107	\$0.00	Transaction Schedule	N/A	200 S Wacker Dr, Suite 3100, Chicago IL 60606	LBHI
ATEO LTD	CON000000027816	\$0.00	Master Agreement	N/A	200 S Wacker Dr, Suite 3100, Chicago IL 60606	LBHI
ATLANTIC INFORMATION SERVICES	CON000000028590	\$0.00	TBD	David Romeo	68 Lombard Street, London, EC3V 9LJ	N/A
Atlantic Information Services LLC	CON000000020019	\$0.00	TBD	Scott Turley	83 Wooster Heights Road, Danbury, CT 06810	LBHI
BURNETT GROUP	CON000000016271	\$0.00		N/A	1133 Broadway Suite 1615 NY, NY 10010	LB
BURNETT GROUP	CON000000016272	\$0.00		N/A	1133 Broadway Suite 1615 NY, NY 10010	LB
CELOXICA, INC.	CON000000028417	\$0.00	Master Agreement		1133 Broadway Suite 706 New York, NY 10010	LBHI
CELOXICA, INC.	CON000000028418	\$0.00	Master Agreement		1133 Broadway Suite 706 New York, NY 10010	LBHI
CIENA COMMUNICATIONS, INC.	CON000000014372	\$0.00	Trial		1201 Winterson Road, Linthicum MD 21090	LBHI
CIENA COMMUNICATIONS, INC.	CON000000020834	\$0.00	Master Agreement		1201 Winterson Road, Linthicum MD 21090	LBHI
CIENA COMMUNICATIONS, INC.	CON000000020840	\$0.00	Transaction Schedule		1201 Winterson Road, Linthicum MD 21090	LBHI
CIENA COMMUNICATIONS, INC.	CON000000026732	\$0.00	Amendment / Addendum / Schedule		1201 Winterson Road, Linthicum MD 21090	LBHI
CIENA COMMUNICATIONS, INC.	CON000000026734	\$0.00	Amendment / Addendum / Schedule		1201 Winterson Road, Linthicum MD 21090	LBHI
COLLABNET, INC	CON000000030831	\$0.00	Maintenance Renewal Quote		8000 Marina Blvd, Suite 600 Brisbane, CA 94005-1865	LBHI
CollabNet, Inc.	N/A.	\$0.00		CollabNet, Inc.	8000 Marina Boulevard, Suit 600 Brisbane, CA 94005-1865	LBHI
COLUMN TECHNOLOGIES INC	CON000000012716	\$0.00	Master Agreement		1400 Opus Place Suite 110, Downers Grove, IL 60515	LBHI
COLUMN TECHNOLOGIES INC	CON000000014574	\$0.00	Side Letter		1400 Opus Place Suite 110, Downers Grove, IL 60515	Unknown
CommScope	CON000000026407	\$0.00	TBD		1100 CommScope Place SE, Hickory, NC 28602	LBHI
Commscope*	CON000000020833	\$0.00	Master Agreement		1100 CommScope Place SE, Hickory, NC 28602	LBHI
DATA KINETICS LTD	CON000000022342	\$0.00		N/A	2460 Lancaster Road, Ottawa, Ontario, Canada K1B 4S5	N/A
Davis Audio Visual	CON000000021779	\$0.00		N/A	2100 Clay St., Denver, CO 80211	LBHI
Davis Audio Visual	CON000000025332	\$0.00		Justin Swartz	2100 Clay St., Denver, CO 80211	LBHI
DIRECTLINK TECHNOLOGIES, CORP	CON000000015925	\$0.00		N/A	2561 Bernville Road, Reading, PA 19612	LBHI
DMD Systems Recovery Inc.	CON000000029567	\$0.00		N/A	1315 E. Gibson Lane, Building E, Phoenix, AZ 85034	LBHI
DMD Systems Recovery Inc.	CON000000029568	\$0.00		N/A	1315 E. Gibson Lane, Building E, Phoenix, AZ 85034	LBHI
DMD Systems Recovery Inc.	CON000000029569	\$0.00		N/A	1315 E. Gibson Lane, Building E, Phoenix, AZ 85034	LBHI

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DMD Systems Recovery Inc.	CON000000029570	\$0.00		N/A	1315 E. Gibson Lane, Building E, Phoenix, AZ 85034	LBHI
DMD Systems Recovery Inc.	CON000000029571	\$0.00		N/A	1315 E. Gibson Lane, Building E, Phoenix, AZ 85034	LBHI
DSI TECHNOLOGY ESCROW SERVICES	CON000000024400	\$0.00		Contract Administration	Contract Administration, 9265 Sky Park Court, Suite 202, San Diego, CA 92123	N/A
E4E BUSINESS SOLUTIONS	CON000000027646	\$0.00	Master Agreement	N/A	109 Koramangala Industrial Layout, 4th Cross 5th block - Koramangala, Bangalore, 560-095	Unknown
E4E BUSINESS SOLUTIONS	CON000000027647	\$0.00	Supplement	N/A	109 Koramangala Industrial Layout, 4th Cross 5th block - Koramangala, Bangalore, 560-095	Unknown
E4E BUSINESS SOLUTIONS	CON000000027648	\$0.00	Transaction Schedule	N/A	109 Koramangala Industrial Layout, 4th Cross 5th block - Koramangala, Bangalore, 560-095	Unknown
ENVIRONMENTAL SYSTEMS RESEARCH	001554-LEHNY-2006	\$0.00	Master Agreement	N/A	380 New York Street, Redlands, CA 92373	Lehman Brothers Holdings Inc.
Environmental Systems Research Institute	005190-LEHNY-2004	\$0.00	Master Agreement	N/A	380 New York Street, Redlands, CA 92373	Lehman Brothers Holdings Inc.
ESSENTIAL TRADING SYSTEMS CORP	CON000000013523	\$0.00	Master Agreement	N/A	21 Sequin Drive, Glastonbury CT 06033	Lehman Brothers Holding Inc.
ESSENTIAL TRADING SYSTEMS CORP	CON000000023040	\$0.00	Transaction Schedule	N/A	21 Sequin Drive, Glastonbury CT 06033	Lehman Brothers Holding Inc.
EVOLUTION CONSULTING GROUP PLC	1652-LEHUK-2002	\$0.00	Master Agreement	N/A	P.O. Box 4848, Silver Spring, MD 20914	N/A
EVOLUTION CONSULTING GROUP PLC	CON000000016098	\$0.00	Master Agreement	N/A	P.O. Box 4848, Silver Spring, MD 20914	N/A
EVOLUTION CONSULTING GROUP PLC	CON000000024169	\$0.00	Maintenance Renewal Quote	N/A	P.O. Box 4848, Silver Spring, MD 20914	N/A
Exzac LLC	CON000000027470	\$0.00	TBD	Alon Even-Chen	591 Summit Ave, Suite 410 Jersey City, NJ 07306	Lehman Brothers Holding Inc.
Exzac LLC	CON000000027471	\$0.00	TBD	Alon Even-Chen	591 Summit Ave, Suite 410 Jersey City, NJ 07306	Lehman Brothers Holding Inc.
Exzac LLC	CON000000027472	\$0.00	TBD	Alon Even-Chen	591 Summit Ave, Suite 410 Jersey City, NJ 07306	Lehman Brothers Holding Inc.
Fatwire Corporation	CON000000029862	\$0.00	Trial	N/A	3330 old Country Road, Suite 207, Mineola, NY 11501	LB Holdings Inc
FatWire Corporation	CON000000030220	\$0.00	Transaction Schedule	N/A	3330 old Country Road, Suite 207, Mineola, NY 11501	LB Holdings Inc
FIDELITY INFORMATION SERVICES	CON000000015695	\$0.00	Amendment / Addendum / Schedule	N/A	601 Riverside Ave, Jacksonville, FL 32204	LB
Fidelity Information Services	CON000000028744	\$0.00	TBD	N/A	N/A	LB Holding Inc.
FIDELITY INFORMATION SERVICES	CON000000025316	\$0.00	Other	N/A	601 Riverside Ave, Jacksonville, FL 32204	N/A
FIDELITY NATIONAL INFORMATION SERVICES	CON000000021799	\$0.00	Side Letter	Marsha Currie	one F.N.B. Boulevard, Hermitage, PA 16148	Lehman Brothers
FIDELITY NATIONAL INFORMATION SERVICES	CON000000023786	\$0.00	Side Letter	Marsha Currie	one F.N.B. Boulevard, Hermitage, PA 16148	Lehman Brothers
FIDELITY-INFORMATION SERVICES	CON000000012625	\$0.00	Master Agreement		one F.N.B. Boulevard, Hermitage, PA 16148	Unknown
FINANCIAL ENGINEERING ASSOCIATES, INC	CON000000020393	\$0.00	Master Agreement	N/A	2100 Milvia St., Berkeley, California 94704-1113	LB Holdings Inc
FUJITSU	004130-LEHTK-2004	\$0.00	Standalone Agreement	N/A	4-1-1 Kamikodanaka, Kawasaki, Kanagawa, 211-8588 JAPAN	N/A
FUJITSU	004251-LEHTK-2004	\$0.00	Standalone Agreement	N/A	4-1-1 Kamikodanaka, Kawasaki, Kanagawa, 211-8588 JAPAN	N/A
GALATEA ASSOCIATES, LLC	CON000000023797	\$0.00			20 Holland St. Suite 405 Somerville, MA 02144	LBHI
GALATEA ASSOCIATES, LLC	CON000000023798	\$0.00			20 Holland St. Suite 405 Somerville, MA 02144	LBHI
GALATEA ASSOCIATES, LLC	CON000000025890	\$0.00			20 Holland St. Suite 405 Somerville, MA 02144	LBHI
GLOBAL RESEARCH DISTRIBUTION	CON000000027923	\$0.00			128 West 26th Street New York, NY 10001	LBHI

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
GLOBAL RESEARCH DISTRIBUTION	<u>CON000000027924</u>	\$0.00			128 West 26th Street New York, NY 10001	LBHI
GLOBAL RESEARCH DISTRIBUTION	<u>CON000000027925</u>	\$0.00			128 West 26th Street New York, NY 10001	LBHI
GREYWARE AUTOMATION PRODUCTS	<u>CON000000019417</u>	\$0.00			3300 Big Horn Trail, Plano TX 75075	LBHI
GREYWARE AUTOMATION PRODUCTS	<u>CON000000019418</u>	\$0.00			3300 Big Horn Trail, Plano TX 75075	LBHI
GREYWARE AUTOMATION PRODUCTS	<u>CON000000024804</u>	\$0.00			3300 Big Horn Trail, Plano TX 75075	LBHI